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Attorneys For Plaintiffs  
HTC CORPORATION and  
HTC AMERICA, INC.

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN JOSE DIVISION  
13

14 HTC CORP., and HTC AMERICA, INC.,  
15  
16 Plaintiff,

17 v.

18 TECHNOLOGY PROPERTIES  
LIMITED, PATRIOT SCIENTIFIC  
CORPORATION, and ALLIACENSE  
19 LIMITED,

20 Defendants.  
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Case No. 5:08-cv-00882 JF

**STIPULATED REQUEST TO DISMISS  
THE SECOND CLAIM OF PLAINTIFFS'  
FIRST AMENDED COMPLAINT  
REGARDING U.S. PATENT NO. 5,784,584  
AND ~~PROPOSED~~ ORDER THEREON**

The Honorable Jeremy Fogel

1           **WHEREAS** plaintiffs HTC Corporation and HTC America, Inc. (collectively “HTC”)
2 filed a First Amended Complaint seeking a declaratory judgment that HTC did not infringe any
3 valid and enforceable claim of U.S. Patent No. 5,784,584 (“’584 patent”);

4           **WHEREAS** defendants Technology Properties Limited, Patriot Scientific Corporation,
5 and Alliacense Limited (collectively “TPL”) filed an Answer denying HTC’s averment that HTC
6 did not infringe any valid and enforceable claim of the ’584 patent but did not assert a
7 counterclaim based on that patent;

8           **WHEREAS**, in the related action, *Barco N.V. v. Technology Properties Limited, et al.*,
9 Case No. 08-05398 JF, TPL moved to dismiss the ’584 patent and proffered a covenant-not-to-
10 sue. Based on the covenant, the Court granted TPL’s motion to dismiss the ’584 patent on
11 February 19, 2010;

12           **WHEREAS** TPL has offered and hereby provides to HTC a covenant-not-to-sue with
13 respect to the ’584 patent, which is reproduced in its entirety below; and

14           **WHEREAS** in light of TPL’s covenant-not-to-sue, HTC has agreed to dismiss its
15 declaratory judgment claim as to the ’584 patent on the terms set forth below;

16           **NOW, THEREFORE**, TPL and HTC, by and through their undersigned counsel, hereby
17 stipulate, and respectfully request that the Court order, as follows:

18           1.       TPL has provided the following covenant-not-to-sue to HTC, which the Court
19 hereby approves: Technology Properties Limited and Patriot Scientific Corporation, each on
20 behalf of itself and any successors-in-interest to U.S. Patent No. 5,784,584 (“the ’584 patent”),
21 hereby unconditionally and irrevocably covenant not to assert at any time any claim of patent
22 infringement including direct infringement, contributory infringement and/or inducing
23 infringement against HTC Corporation and HTC America, Inc. (collectively “HTC”) under any
24 claim of the ’584 patent as they currently read, and any claim in any reissued or reexamined
25 version of the ’584 patent that is the same as, or substantially identical to, any claim of the ’584
26 patent as it currently reads, against any products made, used, offered for sale, sold, or imported
27 into the United States by HTC currently or at any time prior to the date of this covenant.

28           2.       In light of TPL’s covenant-not-to-sue with respect to the ’584 patent, the Second

1 Claim of Declaratory Judgment Regarding the '584 Patent in HTC's First Amended Complaint is  
2 hereby **DISMISSED** without prejudice, for lack of subject matter jurisdiction, pursuant to Fed. R.  
3 Civ. P. 41(a)(2).

4 3. The dismissal provided by this Order does not limit the parties' ability to continue  
5 to prosecute its remaining claims, defenses, and counterclaims in this litigation regarding U.S.  
6 Patent Nos. 5,809,336; 6,598,148; 5,440,749; and 5,530,890. This dismissal also does not limit  
7 any rights by the parties to subsequently seek recovery of attorneys' fees and costs.

8 **IT IS HEREBY STIPULATED.**

9 Dated: March 15, 2010

FARELLA BRAUN & MARTEL LLP

11 By: /s/ John L. Cooper  
John L. Cooper

12 Attorneys for Defendants  
13 TECHNOLOGY PROPERTIES LIMITED  
and ALLIACENSE LIMITED

14 Dated: March 15, 2010

KIRBY NOONAN LANCE & HOGE

16 By: /s/ Charles T. Hoge  
Charles T. Hoge

17 Attorneys for Defendant  
18 PATRIOT SCIENTIFIC CORPORATION

19 Dated: March 15, 2010

COOLEY GODWARD KRONISH LLP

21 By: /s/ Kyle Chen  
Kyle Chen

22 Attorneys for Plaintiffs  
23 HTC Corp. and HTC America, Inc.

24 I hereby attest that I have on file all holograph signatures for any signatures indicated by a  
25 "conformed" signature (/s/) within this e-filed document.

26 Dated: March 15, 2010

/s/ John L. Cooper  
John L. Cooper


1 **PURSUANT TO STIPULATION, IT IS SO ORDERED:**

2 1. TPL has provided the following covenant-not-to-sue to HTC, which the Court  
3 hereby approves: Technology Properties Limited and Patriot Scientific Corporation, each on  
4 behalf of itself and any successors-in-interest to U.S. Patent No. 5,784,584 (“the ’584 patent”),  
5 hereby unconditionally and irrevocably covenant not to assert at any time any claim of patent  
6 infringement including direct infringement, contributory infringement and/or inducing  
7 infringement against HTC Corporation and HTC America, Inc. (collectively “HTC”) under any  
8 claim of the ’584 patent as they currently read, and any claim in any reissued or reexamined  
9 version of the ’584 patent that is the same as, or substantially identical to, any claim of the ’584  
10 patent as it currently reads, against any products made, used, offered for sale, sold, or imported  
11 into the United States by HTC currently or at any time prior to the date of this covenant.

12 2. In light of TPL’s covenant-not-to-sue with respect to the ’584 patent, the Second  
13 Claim of Declaratory Judgment Regarding the ’584 Patent in HTC’s First Amended Complaint is  
14 hereby **DISMISSED** without prejudice, for lack of subject matter jurisdiction, pursuant to Fed. R.  
15 Civ. P. 41(a)(2).

16 3. The dismissal provided by this Order does not limit the parties’ ability to continue  
17 to prosecute its remaining claims, defenses, and counterclaims in this litigation regarding U.S.  
18 Patent Nos. 5,809,336; 6,598,148; 5,440,749; and 5,530,890. This dismissal also does not limit  
19 any rights by the parties to subsequently seek recovery of attorneys’ fees and costs.

20  
21  
22 DATED: 3/25/10

23   
24 Honorable Jeremy Fogel  
25 United States District Court Judge  
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